

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-075**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
LANDSCAPE MAINTENANCE SERVICES
N. 27TH STREET
BEING P STREET TO POTTER STREET**

Sealed bids will be received by the city of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 30, 2005, in the office of the Purchasing Agent, Suite 200, K Street Complex, 440 South 8th Street, Southwest Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex. **Bids may be downloaded from the City's website at www.lincoln.ne.gov (subject box type in "bid") Prospective bidders must monitor the bid listing for any addendums.**

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. . **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

SPECIFICATION NO. 05-075
BID OPENING TIME: 12:00 NOON
DATE: March 30, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

**REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES
(NORTH 27TH STREET - P STREET TO POTTER STREET)**

WORK REQUIREMENTS		PRICE
Annual Spring Maintenance	Total Lump Sum Price	\$ _____
Annual Fall Maintenance	Total Lump Sum Price \$	
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Maintenance)	\$ _____/Month
Pesticide Application*	Hourly Price	\$ _____/Hour
Irrigation Spring Start Up	Total Lump Sum Price	\$ _____
Irrigation Annual Winterization	Total Lump Sum Price	\$ _____
Irrigation Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring Start Up and Winterization)	\$ _____/Month
Service Call**	Hourly Price	\$ _____/Hour

INFILL PLANTING (Bid Alternative A)

			UNIT PRICE	INSTALLED	TOTAL
1. Island 1 (Beginning from the South to North)					
1.1	5	Nepeta x ›Walker-s Low= No. 1 Cont. ›Walker-s Low= Catmint	\$ _____	_____	\$ _____
1.2	7	Aster ›Woods Purple', No. 1 Cont. Woods Purple Aster	\$ _____	_____	\$ _____
		Island 1 Subtotal			\$ _____
2. Island 2 (Beginning from the South to North)					
2.1	7	Symphoricarpos x ›Hanocki= No. 2 Cont. Hancock Coralberry	\$ _____	_____	\$ _____
		Island 2 Subtotal			\$ _____.

			UNIT PRICE	INSTALLED	TOTAL
3. Island 3 (Beginning from the South to North)					
3.1	14	Symphoricarpos x ›Hanocki= No. 2 Cont. Hancock Coralberry	\$ _____	_____	\$ _____
3.2	7	Rosa ›White Pavement= No. 2 Cont. White Pavement Shrubrose	\$ _____	_____	\$ _____
Island 4 Subtotal					\$ _____.
4. Island 4 (Beginning from the South to North)					
4.1	5	Nepeta x ›Walker=s Low= No. 1 Cont. ›Walker=s Low= Catmint	\$ _____	_____	\$ _____
4.2	5	Aster ›Woods Purple', No. 1 Cont. Woods Purple Aster	\$ _____	_____	\$ _____
5. Island 5 (Beginning from the South to North)					
5.1	5	Nepeta x ›Walker=s Low= No. 1 Cont. ›Walker=s Low= Catmint	\$ _____	_____	\$ _____
5.2	5	Aster ›Woods Purple', No. 1 Cont. Woods Purple Aster	\$ _____	_____	\$ _____
Island 4 Subtotal					\$ _____.
6. Island 8 (Beginning from the South to North)					
6.1	5	Nepeta x ›Walker=s Low= No. 1 Cont. ›Walker=s Low= Catmint	\$ _____	_____	\$ _____
6.2	7	Symphoricarpos x ›Hanocki= No. 2 Cont. Hancock Coralberry	\$ _____	_____	\$ _____
Island 4 Subtotal					\$ _____.
7. Island 8 (Beginning from the South to North)					
7.1	7	Symphoricarpos x ›Hanocki= No. 2 Cont. Hancock Coralberry	\$ _____	_____	\$ _____
Island 4 Subtotal					\$ _____.
Total Infill Planting					\$ _____
8. NEW PLANTING AREA (Bid Alternative B)					
			UNIT PRICE	INSTALLED	TOTAL
8. Island 6 (Beginning from the South to North)					
8.1	10	Nepeta x ›Walker=s Low= No. 1 Cont. ›Walker=s Low= Catmint	\$ _____	_____	\$ _____
8.2	10	Aster ›Woods Purple', No. 1 Cont. Woods Purple Aster	\$ _____	_____	\$ _____
Island 1 Subtotal					\$ _____.

			UNIT PRICE	INSTALLED	TOTAL
8.3	22	5 Rudbeckia xGoldsturm= No. 1 Cont. Goldsturm Rudbeckia	\$ _____	_____	\$ _____
2	28	Symphoricarpos x xHanocki= No. 2 Cont. Hancock Coralberry	\$ _____	_____	\$ _____
5		Topsoil(60%)/Compost Mixture(40%) 8.5 cu. yds.	\$ _____	_____	\$ _____
6		Hardwood Bark Mulch 8.5 cu. yds.	\$ _____	_____	\$ _____
Total New Planting					\$ _____

***NOTE: Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.**

**** NOTE: Any service call for a site visit, inspection or repair outside the specifications outlined herein must be approved by the City before being prior to being performed by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the site visit, inspection or repair that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to perform such task.**

BID SECURITY REQUIRED: YES ____ NO X

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES _____ NO _____

TERM PRICE CLAUSE: **BIDDER MUST STATE**

A. Bid prices firm for the full contract period: _____; or

B. Bid prices subject to escalation/de-escalation: _____.

C. If (b), state period for which bid prices will remain firm through _____.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City-s Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidders equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORT MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 05-075**

COMPANY NAME

SIGNATURE

STREET ADDRESS OR P.O. BOX

PRINT NAME

CITY, STATE ZIP CODE

TITLE

TELEPHONE

DATE

EMPLOYER'S FEDERAL I.D. NO. OR
SOCIAL SECURITY NUMBER

TERMS OF PAYMENT

**BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER
TABULATIONS BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, A
SELF-ADDRESSED STAMPED ENVELOPE MUST BE ENCLOSED WITH YOUR BIDDING DOCUMENTS.**

**SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES**

1. SCOPE

- 1.1 These services shall be performed for the City of Lincoln's Urban Development and Utilities Department and the Parks and Recreation Department on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape maintenance services at designated location(s) for the term of the service agreement.
- 1.3 Contractor shall provide all labor, tools, and materials necessary to perform specified irrigation repairs and maintenance services at designated location(s) for the term of the service agreement.
- 1.4 Landscape maintenance and Irrigation maintenance services are for the center island medians (back of curb to back of curb including the mowing strip) located on N. 27th Street from P Street to Potter Street).
- 1.5 The attached award of bid. A sample service agreement shall be executed with each Contractor selected for
 - 1.5.1 Work shall be performed in accordance with the Specifications for Landscape Maintenance Services and Irrigation Maintenance Services and requirements stated in the service agreement.
- 1.6 The term of the initial service agreement is from April 18, 2005, with an option to renew on an annual basis for Three (3) additional one-year term, beginning April 18, 2006.
- 1.7 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.8 For additional information regarding these specifications, please contact Tom Kopplin, City of Lincoln Purchasing Department, at 441-7414.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.
- 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln named as an "Additional Insured" as pertains to these services.
 - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 3.1 Read attached Instructions to Bidders prior to submitting bid proposal.
- 3.2 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 1** for such designated location(s) prior to submitting bids.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed and signed Bid Proposal Form.
 - 3.3.2 Qualifications statement.
 - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
 - 3.3.4 Listing of all equipment to be used in performing specified landscape maintenance services.
 - 3.3.5 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.

- 3.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
 - 3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.
 - 3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
 - 3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
 - 3.4.5 Quality of the bidder's performance of previous work.
 - 3.4.6 Total annual cost of the Bid Proposal submitted.
 - 3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
 - 3.4.8 Any other information deemed relevant to the service agreement as determined by the City.
- 3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.
- 3.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interests.
- 3.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.
- 3.8 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
- 4.4 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.
- 4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.
 - 4.5.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.
- 4.6 Irrigation maintenance and repairs must be completed by an experienced irrigation contractor who has performed irrigation repairs and maintenance services similar in material, design and extent to that required for the contracted area.
 - 4.6.1 Services may be subcontracted but the primary Contractor shall be responsible.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required landscape maintenance services to the satisfaction of the City.
- 5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the AManual on Uniform Traffic Control Devices® and the City of Lincoln ATraffic Control Guidelines for Street Construction, Maintenance and Utility Construction®.
- 5.3 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 2**) in a timely and efficient manner as stipulated in the service agreement.

- 5.4 Protect all existing plant materials listed in **APPENDIX 1** that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by contractor.
- 5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.
- 5.6 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks Department Park Planner, Mark Canney, at 441-8248, prior to being done.
 - 5.6.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.
 - 5.6.2 Such information must be faxed to City of Lincoln Parks Department, attention Mark Canney at 402-441-8706 or delivered to the Administrative Office at 2740 ~~A~~- Street before approval by the City can be given to apply such chemical(s).
- 5.7 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

- 6.1 Contract administration shall be done by Mark Canney, Park Planner with the City of Lincoln Parks and Recreation Department.
- 6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Urban Development Department.
- 6.3 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked and are available upon request.

7. BASIS OF PAYMENT

- 7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal Form for work actually done.
- 7.2 All invoices and landscape maintenance services performed pursuant to the service agreement shall be submitted to Mark Canney of the Lincoln Parks and Recreation Department.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:
 - 7.3.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done to the satisfaction of the City; this includes Irrigation Charge Up
 - 7.3.2 One (1) invoice submitted quarterly for Monthly Maintenance done to the satisfaction of the City; schedule to follow (does not include Spring Cleanup and Fall Cleanup):
 - Period 1: Work performed during April, May, June, to be billed after June 30, 2005.
 - Period 2: Work performed during July, August, September to be billed after September 30, 2005.
 - Period 3: Work performed during October, November, December, to be billed after December 31, 2005.
 - Period 4: Work performed during January, February, March, to be billed after March 31, 2005
 - 7.3.4 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested by the City of Lincoln Parks and Recreation Department.
 - 7.3.5 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.
- 7.5 The Contractor-s invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor-s Bid Price Proposal.
- 7.6 All costs associated with labor, materials, equipment strip and preparation, equipment operation, equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Bid Proposal Form.
- 7.7 Landscape Maintenance Inspection Reports, (see **APPENDIX 2**) must be completed and submitted as required in service agreement in order for payment of invoices to be made by the City to the Contractor for services performed.

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT
FOR
NORTH 27th STREET - P STREET TO POTTER STREET)**

THIS AGREEMENT, made this _____ day of _____, 2005 by and between _____, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through April 17, 2006, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 1, APPENDIX 2**, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- 3.2 **ANNUAL SPRING MAINTENANCE** (completed during April of the year)
 - 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
 - 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
 - 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a **AV@grove** edge established by machine next to back of curbs to allow wood chip mulch to settle into grove to a height no greater than top of curbs).
 - 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
 - 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
 - 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
 - 3.2.8 Removal of all debris from designated landscape maintenance areas.
 - 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, curb to curb.
- 3.3 **MONTHLY MAINTENANCE**
 - 3.3.1 Removal of plant material **not** included in **APPENDIX 1** from planted areas and paved areas adjacent to planted areas of the median(s), from curb to curb.
 - 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), curb to curb.
 - 3.3.3 Removal of litter and debris from the planted and paved areas of the median(s).

- 3.4 **ANNUAL FALL MAINTENANCE** (completed during September of the year)
 - 3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 1**.
 - 3.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over curbs need to be pruned back to the **inside back edge** of curbs).
 - 3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of curbs (i.e. any spillage of wood chips onto top of curbs needs to be removed and a **AV@** grove edge established by machine next to back of curbs to allow wood chip mulch to settle into grove to a height no greater than top of curbs).
 - 3.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
 - 3.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.
 - 3.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 1**.
 - 3.4.8 Removal of all debris from designated landscape maintenance areas.
 - 3.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, curb to curb.
- 3.5 **IRRIGATION SYSTEM ANNUAL SPRING START UP** (Performed by the 4th week fo April)
 - 3.5.1 Activate irrigation system.
 - 3.5.2 Flush out the entire system to clear of debris.
 - 3.5.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.
 - 3.5.4 Identify broken or damaged nozzles, heads and emitters, if any.
 - 3.5.5 Inspect for leaking valves and identify those which need repair.
 - 3.5.6 Check the controller for each station in the system(s).
 - 3.5.6.1 Replace batteries annually.
 - 3.5.7 Update wireless valve programmer.
 - 3.5.7.1 Replace batteries annually.
 - 3.5.8 Inventory broken and damaged systems, if any.
 - 3.5.8.1 Provide itemized list and cost estimate for repairs. Submit to Mark Canney at the Parks Office 441-8248.
 - 3.5.9 Program sprinkler system operating schedule.
 - 3.5.9.1 Hours of operation to occur between 2:00 a.m and 5:00 a.m.
- 3.6 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October)
 - 3.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
 - 3.6.2 Automatic systems need to have the controller (timer) shut down.
 - 3.6.3 Backflow preventers need to be removed where applicable.
 - 3.6.4 All water needs to be removed from the pipes and sprinklers.
 - 3.6.5 Blow-out the irrigation system.
 - 3.6.5.1 Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve.
 - 3.6.5.2 Continue process onto the next valve until all valve circuits have been blown out.
 - 3.6.5.3 NOTE: Never turn off all of the valves while the air compressor is running.
 - 3.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.
 - 3.6.7 Turn the automatic controller onto Arain mode@ or turn o ff when blowing out the system has finished.
 - 3.6.7.1 Install threaded caps over the open ends of the Backflow preventer rises, anit-siphon valve risers, and any blow out fittings until spring.
- 3.7 **IRRIGATION SYSTEM MONTHLY MAINTENANCE**
 - 3.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer-s specifications, by inspecting the entire system on an ongoing basis.

- 3.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month.
 - 3.7.2.1 Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, meter monitoring and specific line observations.
- 3.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City.
 - 3.7.3.1 All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope.
 - 3.7.3.2 Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health.
 - 3.7.3.3 Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles.
 - 3.7.4.1 Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules.
 - 3.7.4.2 Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.7.5 Monthly activation of all irrigation valves.
 - 3.7.5.1 Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the City of Lincoln Park Planner, Mark Canney at the Parks Department at 441-8248 with a cost estimate of repair/replacement.
- 3.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

3.8 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 2**) within two (2) days from date of inspection to:
 City of Lincoln Parks and Recreation Dept
 Planning Department Attn: Mark Canney
 2740 A- Street
 Lincoln, NE 68502

3.5.3 Such reports may also be faxed to 441-8706.

3.6 **PESTICIDE APPLICATION**

- 3.6.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.6.2 Any proposed pesticide application(s) must be approved by the City before being done by the Contractor.

4. **ADDITIONAL SERVICES**

- 4.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department Park Planner, Mark Canney prior to installation.

- 4.2. Any plant material replaced shall include a one year warranty.
 - 4.2.1 This includes trees, shrubs and perennials.
- 4.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 4.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

5. TERMINATION

- 5.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 5.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 5.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

6. INSURANCE

The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

7. INDEMNIFICATION

- 7.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 7.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

8. NON-DISCRIMINATION

- 8.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 8.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 8.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

9. DRUG FREE WORKPLACE

- 9.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 9.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

10. INDEPENDENT CONTRACTOR

The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

11. INVOICES

- 11.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Mark Canney.
- 11.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. 7. **BASIS FOR PAYMENT**
- 11.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

12. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

14. INSURANCE CLAUSE

All requirements listed in the attached Insurance Clause must be met before a contract is completed.

15. LIVING WAGE

All requirements of the Living Wage Ordinance must be met.

Dated this _____ day of _____, 2005.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By: _____.

Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

APPENDIX I
NORTH 27th STREET - P STREET TO POTTER
PLANT LIST

PLANT LIST	MAINTENANCE CONSIDERATIONS
Cimmaron Green Ash (<i>Fraxinus pennsylvanica</i> ✗Cimmaron✗)	Prune broken, twisted, multidirectional branches and suckers.
Adirondack Crabapple (<i>Malus</i> x ✗Adirondack✗)	Prune broken, twisted, multidirectional branches and suckers.
Calgary Carpet Juniper (<i>Juniperus sabine</i> ✗Calgary Carpet✗)	Prune broken, twisted, damaged multidirectional or dead branches.
Purple Pavement Shrubrose (<i>Rosa</i> ✗Purple Pavement✗)	Prune broken, twisted, multidirectional or dead branches.
White Pavement Shrubrose (<i>Rosa</i> ✗White Pavement✗)	Prune broken, twisted, multidirectional branches and suckers.
Fritschiana Spirea (<i>Spirea</i> x <i>fritschiana</i>)	Cut back in Spring to 6".
Hancock Coralberry (<i>Symphoricarpos</i> x ✗Hancock✗)	Cut back in Spring to 6".
Paprika Yarrow (<i>Achillea</i> x ✗Paprika✗)	Cut back to ground in spring; cut back after finished blooming in summer.
Red Miscanthus (<i>Miscanthus sinensis</i> ✗atropurpurea✗)	Cut back to the ground in Spring.
Walker's Low Catmint (<i>Nepeta</i> x ✗Walker's Low✗)	Cut back in Spring/Cut back to 4" in July.
Goldsturm Rudbeckia (<i>Rudbeckia</i> x ✗Goldsturm✗)	Cut back to the ground in Spring.
The Blues Bluestem (<i>Schizachrium scoparium</i> ✗The Blues✗)	Cut back to the ground in Spring.
Russian Sage (<i>Perovskia atriplicifolia</i>)	Cut back to the ground in Spring.
Woods Purple Aster (<i>Aster</i> ✗Woods Purple✗)	Cut back in Spring.

NOTE: Any perennial or shrub that exceeds 30" must be pruned back regardless of time of year. This does not include ornamental grasses or trees.

**LANDSCAPING PROJECT NO.
LANDSCAPE MAINTENANCE SERVICES
N. 27TH STREET
BEING P STREET TO POTTER STREET
LINCOLN, NEBRASKA**

SPECIAL PROVISIONS

Amend Chapter 31.00 Landscape Work to include the following:

2. GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division -1 Specification sections, apply to work of this section.

1.1.2 See City of Lincoln Standard Specifications - 1997 for additional requirements that relate to this section. Notify the Parks Department of all discrepancies, prior to preceding with the work.

1.2 DESCRIPTION OF WORK

1.2.1 Extent of landscape development work is shown on drawings.

1.2.2 Nomenclature used conform to the standard nomenclature as published in Hortus III, 1876. Names and varieties not listed conform generally with names accepted by the nursery trade.

1.3 QUALITY ASSURANCE

1.3.1 All plant materials shall conform to the American Standard for Nursery Stock (ANSI Z60.101996), or most current edition) sponsored by the American Association of Nurserymen.

1.3.2 Subcontract landscape work to a single firm specializing in the growing and planting of plant material. Firm shall have satisfactory record of performance on completed projects of comparable size and quality.

1.3.3 Trees, Shrubs and Plants: Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

1.3.4 If specified landscape material is unobtainable, submit proof to the Parks Department, together with proposal for use of equivalent material.

1.3.5 Inspection: The Parks Department may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of genus, species, variety, size and quality, size and condition of balls and root systems, insects, injuries and plant defects. The Parks Department may reject unsatisfactory or defective material at any time during progress of work. Rejected trees or shrubs shall be immediately removed from project site.

1. GENERAL (Continued)

1.4 SUBMITTALS

- 1.4.1 Certificate of Inspection: Submit certificates of inspection as required by governmental authorities.
- 1.4.2 Certified Analysis: Submit manufacturer's certified analysis, or, where applicable, analysis of recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists. Include soil amendments and fertilizer materials.
- 1.4.3 Container-Grown Material: Submit samples of all container-grown material prior to planting.

1.5 WARRANTY

- 1.5.1 The warranty period will follow the completions of all planting in a planting season, and shall extend for a period of one year. The warranty period will not begin until all of the following items of work have been performed: planting, backfilling, watering, pruning, staking, guying, water basin construction, and mulching. All plant material shall be in acceptable growing condition when the project enters the warranty period.
- 1.5.3 The Parks Department will make the inspection of the plant material and installation procedures during the warranty period. The Contractor will be notified of the dates of this inspection. Establishment procedures that have not been performed shall be brought to the Contractor's attention and may cause the warranty period to be extended.
- 1.5.4 Upon completion of the one-year warranty period, the Parks Department will make an inspection of the plant material for acceptability. The Contractor shall provide replacement plants for all plant materials which die during the one year warranty period following the completion of all planting. The Contractor will be notified in writing of the quantities of the plant material that shall be replaced in the next planting season.
 - 1.5.4.1 Replacement plants shall be at the Contractor's expense. Plant material damaged by vandalism or unusual phenomena or incidents beyond the Landscape Installer's control will not be replaced as part of this contract.
- 1.5.5 The Contractor's warranty responsibilities as outlined above for all spring replacement plants shall extend for 60 days after such time as the last plant to be replaced is properly planted and accepted by the Parks Department. The Contractor's responsibility for all fall replacement plants shall extend until June 1 of the following year.

1.6 DELIVERY, STORAGE AND HANDLING

- 1.6.1 Packaged Materials: Deliver packaged material in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site. All plants shall be packed in such a manner as to assure proper protection against freezing, drying, breaking, overheating or other injury. Use accepted practices to insure arrival in good condition.
- 1.6.2 Trees and Shrubs: Label each tree and shrub with securely attached waterproof tag bearing legible designation of botanical and common name. Provide freshly dug, Nursery-Grown® trees and shrubs. Do not prune prior to delivery unless approved by Parks Department. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape. Do not drop balled and

1. **GENERAL** (Continued)

burlapped stock. Plant material held in storage shall be rejected if excessive growth has occurred in storage.

1.6.3 Deliver trees and shrubs after preparations for planting have been completed. Plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.

1.6.4 All plant material locations to be marked out by the Parks Department prior to installation. Contact is Mark Canney at 441-8248.

1.7. **JOB CONDITIONS**

1.7.1 The Contractor will have the entire site prepped and graded prior to the installation of the plant material. Once the site work has been completed, proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.

1.7.2 Planting Time: April 18, 2005 through June 1, 2005.

2. **PRODUCTS**

2.1 **PLANT MATERIALS**

2.1.1 Provide trees, shrubs, and other plants of size, genus, species, and variety shown and scheduled. Comply with recommendations and requirements of ANSI Z60.1 American Standard Nursery Stock, @ latest edition.

2.1.2 Provide plant materials grown under climatic conditions similar to conditions in Lincoln, Nebraska (USDA Zone 5) for a minimum of two years

2.1.3 Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system. Provide ball sized complying with the latest edition of ANSI Z60.1 American Standard for Nursery Stock. @ Cracked or mushroomed balls are not acceptable.

2.1.3.1 Unnecessary injury to or removal of fibrous roots from the plant material is caused for rejection of the plant materials. The soil for balled material shall be in such condition so as to insure no crumbling or cracking. Balls shall be wrapped with burlap prior to removal from the ground. The burlap shall be held in place with cord or pinning nails. Handling of balled and burlapped material shall be in such a manner as to keep the earth intact. Plant material on which earthen balls do not hold together or which crack in handling shall be rejected.

2.1.3.2 Balled plant material shall have a solid ball of earth of adequate size held in place securely and wrapped with burlap and tightly bound with twine or rope. Soil balls may also be required with wire baskets. The soil for balled material shall be in such condition as to ensure no crumbling or cracking. Broken, loose, or processed balled material shall be rejected.

2. PRODUCTS (Continued)

2.1.3.3 A processed balled deciduous tree (i.e. one dug bare root, while dormant, to which growing medium is added around the roots to form a ball) shall not be acceptable.

2.1.4 Container grown plant material shall be well established in their containers. Container plant material which shows evidence of going root bound, overgrown, recently canned or has girdling roots shall be rejected.

2.1.5 Furnish minimum size indicated. Larger stock is acceptable provided stocks will not be cut back to size indicated. Enlarge root ball in proportion to the size of the plant.

2.1.6 No pruning wound shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.

2.1.7 Deciduous Trees: Provide balled and burlapped (B & B) trees of height and caliper as indicated with branching configuration recommended by QANSZ Z60.1 for type and species required. Unless otherwise indicated, provide single stem trees.

2.1.8 Deciduous Shrubs: Provide balled and burlapped or container grown shrubs of the height indicated and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required. Thin plants will not be accepted. Side branches shall be generous, well-twiggged, and the plant as a whole well-bushy to the ground. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other injuries.

2.1.9 Coniferous Evergreens: Provide balled and burlapped (B&B) evergreens of sizes indicated. Dimensions indicate minimum spread and height. Provide normal quality evergreens with well-balanced form, branched to the ground. Shearing evergreens will be cause for rejection.

2.1.10 Perennial Plants: Provide container grown perennials which exhibit well-developed root systems and healthy, well-developed crowns (Not in Contract).

2.2 MISCELLANEOUS PLANTING MATERIALS

2.2.1 Topsoil for Shrub Planting Areas: Fertile, friable, natural loam, dark in color (often black), free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1-1/2" in any dimensions, debris and other extraneous or toxic matter and harmful to plant growth. Topsoil shall be obtained from local sources and exhibit an acidity range (pH) of 6.0 to 8.5. Identify location of source.

2.2.2 Mulch for Trees, Shrubs and Perennials: Organic mulch, free from wood chips, sawdust and deleterious materials, suitable for top dressing of trees. Mulch shall consist of well rotted, shredded native hardwood bark mulch not larger than 4" in length and 2" in width.

2.2.4 Fertilizer: Provide commercial type fertilizer of neutral character approved by the Parks Department containing 12% nitrogen, 4% phosphoric acid and 8% potash by weight. Application rates shall be as follows:

2. **PRODUCTS** (Continued)

2.2.4.1 For 2 1/4" Caliper Trees: 1 pound per plant

2.2.4.2 For No. 1 Container plants: 1/8 pound per plant

2.2.5 Anti-Desiccant: Emulsion type, film-forming agents designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer-s-s fully identified containers and mix in accordance with manufacturer-s= instructions.

2.2.6 Plant Starter: Liquid solution with an analysis of 3-10-3 Low analysis fertilizer), such as Upstart manufactured by Ortho, or approved equal. Guaranteed analysis shall be as follows:

2.2.6.1 Total Nitrogen (N) 3%

2.2.6.1.1 Ammoniacal Nitrogen 2.1%

2.2.6.1.2 Nitrate Nitrogen 0.9%

2.2.6.3 Soluble Potash 3%

2.2.6.4 Nutrients from Ammonium Phosphate and Nitrate of Potash Chloride
Not more than 0.1%

2.2.6.5 Thiamine Hydrochloride (Vitamin B-1) 0.1%

2.2.7 Twine: Two-ply jute material.

2.2.8 Water: Free of substances harmful to plant growth. Hoses shall be furnished by Contractor.

2.2.9 Stakes: Stakes shall be hardwood 2" x2" by height indicated.

2.2.10 Guying Hose: Two-ply, reinforced garden hose not less than 2" inside diameter.

2.2.11 Guying Wire: 12 gauge galvanized double-twisted wire.

3. **EXECUTION**

3.1 PREPARATION

3.1.1 Examine proposed planting areas and conditions of installation. Do not start planting work until aeration of the site has been completed. Once aeration completed, proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.

3.1.2 Layout individual tree and shrub locations. Stake locations and secure Parks Department acceptance before start of planting work. Make minor adjustments as may be requested. Installation of plant material may not begin until the Parks Department has approved planting locations.

3.1.3 Determine location of underground utilities and perform work in a manner which will avoid possible damage. Plans of underground facilities will be available at the City Engineer-s office. All damage resulting from the excavation, tree planting, backfilling, etc. shall be repaired at the Contractor-s expense. Surfaces other than the planting area shall be

3. **EXECUTION** (Continued)

restored by the Contractor to the condition existing prior to the planting operation. Hand excavate, as required.

3.1.4 Excavate pits, beds and trenches with vertical sides and with bottom slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation and scarify sides.

3.1.4.1 For balled and burlapped trees and shrubs, scarify bottom of the excavations to a depth of 4". Make excavations equal to the depth of ball, and diameter at least twice as wide as the root ball or root systems to accommodate the entire root ball or root system and to allow enough space to permit loose backfill to be worked down and around the root ball or root system.

3.1.4.2 Planting pits shall be backfilled the same day they are dug. If any planting pits are to be left open when work is not in process or create a safety hazard to the public, they shall be covered over or properly barricaded.

3.1.5 Prepare soil at shrub and perennial areas by spading deeply to a depth of at least 8 inches below finished grade. **Add yard waste compost to planting area so that the final planting medium composition is 60% topsoil and 40% compost to the 6 inch depth. Rake planting bed smooth.**

3.1.6 When conditions detrimental to plant growth are encountered, such as rubble fill or adverse drainage conditions, notify the Parks Department. Hand excavate near underground utilities. Maintain grade stakes set by other until removal is agreed upon by all parties considered.

3.2 PLANTING TREES AND SHRUBS

3.2.1 Planting shall be performed only by experienced persons familiar with planting practices under the supervision of a qualified supervisor.

3.2.2 Set balled and burlapped stock plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Rotate plants to give the best appearance and relationship to each other or adjacent structures. Plant material shall be lifted, carried and/or lowered by the root ball, never by the trunk.

3.2.3 For all plants other than evergreens, remove burlap from sides of balls but retain burlap on bottoms. Where wire basket used, cut and remove the wire basket without disturbing plant roots. Completely remove containers for container grown stock.

3.2.4 Place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Apply plant starter at manufacturer's suggested rates during watering process. Water again after placing final layer of backfill. Remove all ropes and wires from tops of balls. Dish top of backfill to allow for mulching.

3.2.5 Mulch plant pits. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Mulch within 24 hours of planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.2.6 Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage.

3. EXECUTION (Continued)

3.2.7 Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Parks Department, do not cut tree leaders and remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Prune evergreens only to remove broken or damaged branches.

3.2.8 Remove and replace excessively pruned or misformed stock resulting from improper pruning.

3.2.9 Staking of trees shall be completed immediately after planting. Trees are to be staked with three-2-inch by 2-inch by 24-inch wood stakes driven at approximately a 45 degree angle to the ground plant to avoid the root system. Tree should be tied with a figure-eight loop between the tree and stake to allow for flexibility. Do not tie tree to rigidly to the stake.

3.2.9.1 Stakes shall be driven so they support the trees and are firm. Guy wires shall be sufficiently tight to transfer support from the stake to tree.

3.2.10 A watering basin shall be constructed for all plant material as shown on the drawings. Surplus material from the excavation shall be thinly scattered and leveled so as to leave a mat, smooth appearance. The complete water basin shall be filled with water prior to the installation of the mulch.

3.3 CLEANUP AND PROTECTION

3.3.1 During landscape work, keep pavements clean and work areas in an orderly condition.

3.3.2 At completion of the warranty period, the Contractor shall remove all stakes, guy wires, and rubber hose guards and dispose of materials off-site.

4. METHOD OF MEASUREMENT

4.1 The item of ~~¶~~Furnishing and Planting of Plant Materials shall be measured according to each and every specific item, including furnish, collection, backfilling, watering, fertilizing, pruning, wrapping, staking, guying, water basin preparation, warranty period and incidental operations there to , as are called for in these specifications, complete and in place and accepted by the Parks Department.

5. BASIS OF PAYMENT

5.1 The Contractor will be paid the contract unit price for each Tree and Shrub, Furnished and Installed in accordance with the contract documents.

5.2 These payments shall be full compensation for furnishing all materials, equipment, and labor; and for performing all work necessary in accordance with the contract documents including excavating, backfilling, mulching, pruning of trees and shrubs, replacements, and for methods used to ensure the survivability of the planted trees and shrubs.

5.2.1 Any payment made by the City for plant materials that may need to be replaced during or at the end of either the initial one year replacement guarantee period that is not acceptable and not replaced shall be refunded by the City.

END OF SECTION

APPENDIX 2

NORTH 27TH STREET - P STREET TO POTTER STREET LANDSCAPE MAINTENANCE INSPECTION REPORT

DATE: _____ PREPARER'S NAME (PRINT): _____

COMPANY NAME: _____ SIGNATURE: _____

LOCATION OF INSPECTION: _____ TELEPHONE: _____

Note: Please circle best response to questions.

1. Current growing condition of plant materials? Dormant Bud Stage Active Growth

2. Current health condition of plant materials

Cimmaron Green Ash (<i>Fraxinus Pennsylvanica</i> ✕Cimmaron)	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Adirondack Crabapple (<i>Malus</i> x ✕Adirondack)	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Calgary Carpet Juniper (<i>Juniperus chinensis</i> ✕Calgary Carpet)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Purple Pavement Shrubrose (<i>Rosa</i> ✕Purple Pavement)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

White Pavement Shrubrose (<i>Rosa</i> ✕White Pavement)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Hancock Coralberry (<i>Symphoricarpos</i> x chenaulti ✕Hancock)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Fritschiana Spirea (<i>Spirea</i> x <i>fritschiana</i>)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Paprika Yarrow (<i>Achillea</i> x ✕Paprika)	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Red Miscanthus (<i>Miscanthus sinensis</i> <i>atropurpurea</i>)	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Walker's Low Catmint (<i>Nepeta</i> x ✕Walker's Low)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Goldsturm Rudbeckia (<i>Rudbeckia</i> ✕Goldsturm)	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

The Blues Bluestem (<i>Schizachrium scoparium</i> ✕The Blues)	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Russian Sage (<i>Perovskia atriplicifolia</i>)	POOR	FAIR	GOOD	EXCELLENT
Woods Purple Aster (<i>Aster »Woods Purple</i>)	POOR	FAIR	GOOD	EXCELLENT

3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: _____

Application of post emergent herbicide for weed control? YES NO

5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed? YES NO

PLANT NAME	INSECT	DISEASE	ANIMAL
------------	--------	---------	--------

_____	_____	_____	_____
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_____	_____	_____	_____
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_____	_____	_____	_____
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_____	_____	_____	_____
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Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 AA[®] Street, Lincoln, NE 68502) within two (2) days from the date of the inspection.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.